

A G Contract No. KR03-0313TRN  
ADOT ECS File No. JPA 02-200  
Tracs No : H 4367 01D/H 4367 01C  
Project No : 387 PN 006  
5 yr Item No.: 12903  
Section: State Route 387  
Val Vista Road to Interstate 10 (I-10)

## INTERGOVERNMENTAL AGREEMENT

AMONG  
THE STATE OF ARIZONA,  
PINAL COUNTY  
AND  
THE CITY OF CASA GRANDE

THIS AGREEMENT is entered into 9th July, 2003 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), PINAL COUNTY, acting by and through its BOARD OF SUPERVISORS (the County), and the CITY OF CASA GRANDE, acting by and through its CITY COUNCIL (the City)

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The County is empowered by Arizona Revised Statutes Section 11-251 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County

3. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

4. Incident to the State's roadway reconstruction of State Route 387 (SR 387) from Val Vista Road to Interstate 10 (I-10), the State, the County and the City desire to participate in the costs of design, construction, construction engineering and maintenance, of a new warranted traffic signal at the four legged intersection of SR-387 and Val Vista Road. The State will be responsible for 50% of the estimated cost for design, construction, and construction engineering of the warranted traffic signal. The County and the City agree to split the cost for same of the warranted traffic signal in a ratio of 25% County and 25% City. In addition, the traffic study recommends the reconstruction of right turn lane improvements and improvement of the storage capacity to the left turn lane on SR 387. All costs for design, construction and construction engineering and administration associated with the right and left turn lane improvements on SR 387, shall be the responsibility of each party's jurisdiction

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NO. 26170  
Filed with the Secretary of State  
Date Filed: 07/09/03

Janice K. Brewer  
Secretary of State

By: Licky V. Greenwald

5. The parties hereto agree, the State will include the installation of the warranted traffic signal, the reconstruction of right turn lane improvements and improvement of the storage capacity to the left turn lanes on SR 387, into the State's existing construction project identified as 387 PN 006 H4367 01C, herein referred to collectively as the "Project". The costs of the Project are prepared by the State in an estimate and detailed on Exhibit A, attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## **II. COST SUMMARY**

The parties hereto acknowledge the following conditions:

i) The amounts referenced in this agreement are subject to change; ii) the estimated amounts can change substantially; and iii) All parties will perform their responsibilities consistent with the agreement.

### **COST SUMMARY**

	ESTIMATED TOTAL	STATE	CITY	COUNTY
DESIGN COST	\$28,744.00	@ 50% \$14,372.00	@ 25% \$7,186.00	@ 25% \$7,186.00
TRAFFIC SIGNAL	\$150,000.00	@ 50% \$ 75,000.00	@ 25% \$37,500.00	@ 25% \$37,500.00
TURN LANES	\$190,150.00	Est. Actual \$ 86,735.00	Est. Actual \$38,043.00	Est. Actual \$65,372.00
TOTAL ESTIMATE	\$368,894.00	\$176,107.00	\$82,729.00	\$110,058.00

## **III. SCOPE OF WORK**

2. The State will:

a. Be responsible for a lump sum amount of \$14,372.00, which represents 50% of the design cost for the traffic signal portion of the Project. Be responsible for an estimated \$75,000.00 for the construction, and construction engineering and administration of the traffic signal portion of the Project.

b. Be responsible for an estimated \$86,735.00 for the design, construction, and construction engineering and administration costs of the right and left turn lane improvements on SR 387, as identified in I.4. and II. Cost Summary above.

c. Upon execution of this agreement, invoice the County a lump sum amount of \$7,186.00, (25% participation of the design costs) for the traffic signal portion of the Project, an estimated \$37,500.00 for the construction and construction administration of the traffic signal portion of the Project and \$65,372.00, for design, construction, construction engineering and administration costs of the County's estimated portion of the turn lane improvements on SR 387, as identified in I.4. and II. Cost Summary above, for a total estimated invoice amount of \$110,058.00.

d. Upon execution of this agreement, invoice the City a lump sum amount of \$7,186.00, (25% participation of the design costs) for the traffic signal portion of the Project, an estimated \$37,500.00 for the construction and construction administration of the traffic signal portion of the Project and \$38,043.00, for design, construction, construction engineering and administration costs of the City's estimated portion of the turn lane improvements on SR 387, as identified in I.4. and II. Cost Summary above, for a total estimated invoice amount of \$82,729.00.

e. Obtain the necessary permits required to accomplish construction of the Project.

f. Prepare to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve County's and City's review comments.

g. Call for bids and award one or more construction contract(s) to accomplish the Project, administer same and make all payments to the contractor(s). Confer with, and obtain written consent from the County and the City on any Project related construction contract modifications. Be responsible for any contractor claims for extra compensation due to delay for whatever reason, attributable to the State.

h. Upon completion of all construction elements of the Project, invoice or reimburse each the County and the City, for any difference between the amount paid by each, for construction and construction engineering and administration, based on 25% of the actual costs of the traffic signal portion of the Project, actual costs for the right turn lane improvements westbound and eastbound respectively on Val Vista Road, and each parties' proportion share of any cost increases of the total Project.

i. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance the roadway improvements of the Project inside the State's right-of-way and maintenance of the traffic signal.

3. The County will:

a. Be responsible for a lump sum amount of \$7,186.00, (25% participation of the design costs) for the traffic signal portion of the Project, an estimated \$37,500.00 for the construction and construction administration of the traffic signal portion of the Project and an estimated \$65,372.00, for design, construction, construction engineering and administration costs of the County's estimated portion of the turn lane improvements on SR 387 (east leg of Val Vista Road), as identified in I.4. and II. Cost Summary above, for a total estimated invoice amount of \$110,058.00.

b. Within 30 days of execution of this agreement, receipt of an invoice and with assistance from the State's Contract Accounting representative, establish an account and deposit the amount of \$110,058.00 with the State Treasurer's office, for the County's estimated cost participation for the Project. The final amount of the County's participation shall be determined upon completion of construction.

c. Review the Project design documents and provide comments.

d. Be responsible for acquiring all necessary rights of way for the Project work required on the east leg of Val Vista Road.

e. Be responsible for its proportionate share of Project costs, if the actual costs incurred by the State exceeds the amount of the County's remittance of \$110,058.00 and for any contractor claims for extra compensation due to delays or whatever reason, attributable to the County. Reimburse the State within 30 days after receipt of an invoice, based on the contractor's final pay estimate, if applicable.

f. Upon completion and acceptance of the Project by the State, maintain the roadway improvements of the Project completed inside County's rights of way at no further cost to State.

4. The City will:

a. Be responsible for a lump sum amount of \$7,186.00, (25% participation of the design costs) for the traffic signal portion of the Project, an estimated \$37,500.00 for the construction and construction administration of the traffic signal portion of the Project and \$38,043.00, for design, construction, construction engineering and administration costs of the City's estimated portion of the turn lane

improvements on SR 387 (west leg of Val Vista Road), as identified in I.4. and II. Cost Summary above, for a total estimated invoice amount of \$82,729.00.

b. Within 30 days of execution of this agreement, receipt of an invoice and with assistance from the State's Contract Accounting representative, establish an account and deposit the amount of \$82,729.00 with the State Treasurer's office, for the City's estimated cost participation for the Project. The final amount of the City's participation shall be determined upon completion of construction.

c. Review the Project design documents and provide comments.

d. Be responsible for acquiring all necessary rights of way for the Project work required on the west leg of Val Vista Road.

e. Be responsible for its proportionate share of the Project costs, if the actual costs incurred by the State exceeds the amount of the City's remittance of \$82,729.00 and for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City. Reimburse the State within 30 days after receipt of an invoice, based on the contractor's final pay estimate, if applicable.

f. Upon completion and acceptance of the Project by the State, agree to provide electric power to the traffic signal, and maintain the roadway improvements of the Project completed inside City's rights of way, at no further cost to State.

#### **IV. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be canceled at any time prior to the advertisement of the Project's construction contract, with thirty days written notice to the other party.

2. It is understood and agreed to by the parties herein, should the County or the City cancel this agreement as above written, that the County and the City will each be responsible for all costs incurred by the State up to the time of cancellation.

3. In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement in the form of a Construction Change Order issued by State's Resident engineer, signed by representatives of the parties hereto is required prior to the start of work on said changes or additions.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
 Joint Project Administration  
 205 South 17 Avenue, Mail Drop 616E  
 Phoenix, AZ 85007  
 FAX: 602-712-7424

Pinal County  
 County Manager  
 PO Box 827  
 Florence, AZ 85232

City of Casa Grande  
 City Manager  
 510 E. Florence Boulevard  
 Casa Grande, AZ 85222

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**PINAL COUNTY, ARIZONA**

By *Sandie Smith*  
 SANDIE SMITH  
 Chairwoman, Board of Supervisors

ATTEST

By *Karon Simmons*  
 STANLEY D. GRIFFIS  
 Clerk of the Board

*Deputy*

**STATE OF ARIZONA**  
 Department of Transportation

By *Douglas A Forstie 4/25/03*  
 BILL HIGGINS  
 Deputy State Engineer

*Acting*

By *[Signature]*  
 MICHAEL P. MANTHEY, P.E.  
 State Traffic Engineer

**CITY OF CASA GRANDE, ARIZONA**

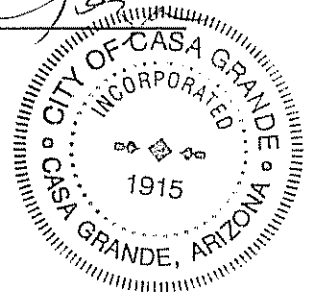
By *Kenneth W. Buchanan*  
 KENNETH W. BUCHANAN  
 City Manager

ATTEST

By *Gloria Leija*  
 GLORIA LEIJA  
 City Clerk

Funding Authority

By N/A  
 Project Manager/Section / Date



RESOLUTION NO. 3263

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION AND PINAL COUNTY FOR THE PURPOSE OF BUILDING A SIGNAL AT VAL VISTA BOULEVARD AND PINAL AVENUE; AUTHORIZING EXPENDITURE OF PUBLIC FUNDS IN AN AMOUNT NOT TO EXCEED \$82,729 00; AND AUTHORIZING EXECUTION OF THE AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Council of the City of Casa Grande authorize the following:

1. Entry into an intergovernmental agreement with Arizona Department of Transportation and Pinal County (identified in City records as C.G. Contract No. 103-4) for the purpose of building a signal at Val Vista Boulevard and Pinal Avenue;
2. Authorizing the expenditure of public funds in an amount not to exceed \$82,729.00; and
3. Execution of the above-referenced document by the City Manager.

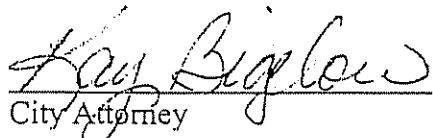
PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 21st day of January, 2003.

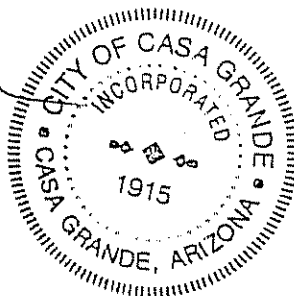
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



AGENDA FORM  
FOR  
PINAL COUNTY BOARD of SUPERVISORS

CC: Kathy Borquez

Budgeted: NA  
Generates Revenue for County: NA  
Revenue Generated: NA  
Uses County Funds: Yes  
Source of Funds: Road Tax District 3  
Cost to County: \$110,058.00 (estimated)  
Reduces/Contains: NA  
Expenditure Reduced: /Contained: NA

Competitive negotiations (PC1-347 D1) N/A  
Two step competitive negotiation (PC1-347 D2) N/A  
Review of Qualifications (PC1-347D3) N/A  
Multi step sealed bidding (PC1-326) N/A  
Intergovernmental Agreement (PC1-1003) JPA 02-200  
Competitive sealed proposals RFP (PC1-329) N/A  
Expenditures for County: Other (PC1-) N/A

1. REQUESTED BY:  
Fund No: \_\_\_\_\_ Dept No: 02134 Dept. Name: Public Works Director: Robert M. Davis

2. BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION: **CONSENT ITEM:**  
Discussion/Approval/Disapproval of Resolution No. \_\_\_\_\_ authorizing Pinal County to enter into Intergovernmental Agreement JPA 02-200 with the State of Arizona, Department of Transportation, and the City of Casa Grande, for the purpose of defining responsibilities for the design, construction and construction administration of the warranted traffic signal and design, construction, construction engineering and administration costs of the turn lane improvements on SR 387 and Val Vista Road in Pinal County (Robert M Davis)

3. MOTION: It is moved that the Pinal County Board of Supervisors ... **CONSENT ITEM:** Approve Resolution No. \_\_\_\_\_ authorizing Pinal County to enter into Intergovernmental Agreement JPA 02-200 with the State of Arizona, Department of Transportation, and the City of Casa Grande, for the purpose of defining responsibilities for the design, construction and construction administration of the warranted traffic signal and design, construction, construction engineering and administration costs of the turn lane improvements on SR 387 and Val Vista Road in Pinal County (Robert M Davis)

4. DEPARTMENT: Contract #GA0323  
Robert M Davis 5/5/03  
Action recommended by Robert M. Davis, Director Date

7. ASSISTANT COUNTY MANAGER:  
\_\_\_\_\_  
Date  
Approve ☐ Disapprove ☐

5. GRANTS AND CONTRACTS ADMINISTRATOR:  
\_\_\_\_\_  
Date  
Approve ☐ Disapprove ☐

8. PURCHASING DEPARTMENT:  
\_\_\_\_\_  
Date  
Approve ☐ Disapprove ☐

6. COUNTY ATTORNEY'S OFFICE:  
[Signature] 5/5/03  
Date  
☒ Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Pinal County Board of Supervisors.

9. FINANCE OFFICE:  
\_\_\_\_\_  
Date  
Approve ☐ Disapprove ☐

10. COUNTY MANAGER:  
\_\_\_\_\_  
Date  
APPROVE ☐ DISAPPROVE ☐

11. BOARD OF SUPERVISORS:  
Action Taken: ☒ Approve ☐ Amend ☐ Disapprove ☐ Delete ☐

CHAIRMAN:

CLERK OF THE BOARD:

[Signature] 5-21-03  
Date

[Signature] 5-21-03  
Date

JPA 02-200

APPROVAL OF THE CITY OF CASA GRANDE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CASA GRANDE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 26<sup>TH</sup> day of March, 2003.

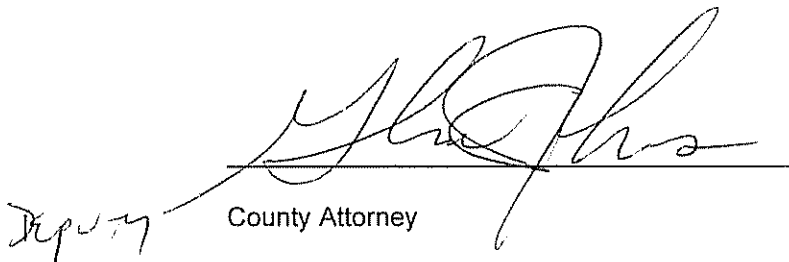
Kay Begelow  
City Attorney



APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and PINAL COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 5<sup>th</sup> day of MAY 2003.

  
Deputy County Attorney

When recorded return to:  
The Clerk of the Board of Supervisors  
Pinal County Board of Supervisors  
P. O. Box 827  
Florence, AZ 85232

RESOLUTION NO. 052103-JPA 02-200

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS  
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL  
AGREEMENT JPA 02-200 WITH THE STATE OF ARIZONA, ACTING BY AND  
THROUGH ITS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF  
CASA GRANDE, ACTING BY AND THROUGH ITS CITY COUNCIL, FOR THE  
PURPOSE OF DEFINING RESPONSIBILITIES FOR THE DESIGN,  
CONSTRUCTION AND CONSTRUCTION ADMINISTRATION OF THE  
WARRANTED TRAFFIC SIGNAL AND DESIGN, CONSTRUCTION,  
CONSTRUCTION ENGINEERING AND ADMINISTRATION COSTS OF THE  
TURN LANE IMPROVEMENTS ON SR 387 AND VAL VISTA ROAD IN PINAL  
COUNTY**

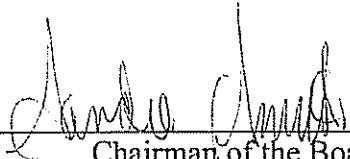
WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into Intergovernmental Agreement JPA 02-200; and,

WHEREAS, Pinal County desires to participate in the design and construction of a new warranted traffic signal at the intersection of SR 387 and Val Vista Road and turn lane improvements on SR 387 (east leg of Val Vista Road) and establishes Pinal County's cost share at \$110,058.00; and,

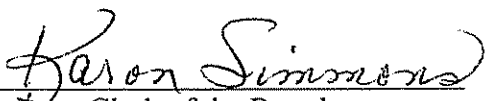
WHEREAS, the undersigned has determined it is in the best interest of Pinal County for the safety and benefit of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 02-200.

THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 02-200 with the State of Arizona, by and through its Department of Transportation and the City of Casa Grande, acting by and through its City Council, for the design and construction of a new warranted traffic signal at the intersection of SR 387 and Val Vista Road and turn lane improvements on SR 387 (east leg of Val Vista Road) and established Pinal County's cost share at \$110,058.00.

PASSED AND ADOPTED this 21<sup>st</sup> day of May, 2008,  
by the PINAL COUNTY BOARD OF SUPERVISORS.

  
Chairman of the Board

ATTEST:

  
Deputy Clerk of the Board

Preliminary Construction Cost Estimate - SR 387 & Val Vista Intersection Widening  
 TRACS Number : H436701D  
 Project Location : SR 387  
 Project Description : Val Vista to I-10

Exhibit A

ITEM No.	ITEM DESCRIPTION	UNIT	Val Vista/West Leg			Val Vista/East Leg			SR 387/North and South Leg			TOTAL
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	
202020	Removal of Concrete Curb	LF	0	3	0	0	J	0	180	J	540	540
202021	Sawcutting	LF	840	2	1680	1240	2	2480	1250	2	2500	6860
203030	Roadway Excavation	CY	168	10	1681	560	6	3378	605	10	6054	11,214
203040	Drainage Excavation	CY	5	20	100	0	20	0	0	20	0	100
203050	Borrow	CY	57	15	1009	232	15	3478	242	15	3633	6,120
TOTAL ITEM 200					4470			9337			12727	25,634
303022	Aggregate Base (Class 2)	CY	88	21	1842	302	21	6352	282	21	5922	14,332
404012	Bituminous Tack Coat	TON	1	150	150	J	150	437	2	150	302	925
404016	Asph/Bituminous Tack Coat	HRS	2	85	170	6	85	510	5	85	425	1,048
404025	Fog Coat	TON	0	200	0	1	200	200	1	200	200	617
404063	Bottom Material	TON	1	35	35	2	35	70	2	35	70	135
404082	Asphalt Emul (PG 76-16)	TON	7	160	1120	25	160	4000	29	160	4640	11,591
4140042	Asphalt Concrete Friction Course - Asphalt Rubber (For AR-ACFC)	TON	16	30	480	54	30	1620	44	30	1320	3,402
4140044	Asphalt Rubber (For AR-ACFC)	TON	1	300	300	5	300	1500	4	300	1200	3,062
4140044	Mineral Admixture (For AR-ACFC)	TON	0	90	0	1	90	90	0	90	0	102
4160002	Asphalt Concrete (D4) EP (Special)	TON	144	20	2880	497	20	9940	576	20	11520	24,339
4160031	Mineral Admixture AC (D4) EP (Special)	TON	1	90	90	5	90	450	6	90	540	1,095
TOTAL ITEMS 300 & 400					7464			25840			27283	60,818
5010011	Pipe Culvert (24" CLIP)	LF	25	70	1750	0	100	0	0	100	0	1,750
5011025	Pipe, Reinforced Concrete, Class IV, 24"	LF	0	80	0	0	80	0	0	80	0	8,000
6010002	Structural Concrete (Class S) (F'c = 3000)	CY	J	1000	3600	0	1000	0	0	1000	0	3,000
6070000	Signage	LS	1	1750	1750	1	1750	1750	1	3500	3500	7,000
TOTAL ITEM 600					4350			1750			3500	10,000
7040000	Pavement Marking	LF	4000	0.50	2000	3000	0.50	1500	2000	0.50	1000	4,500
7040074	Pavement Symbol	EA	2	200	400	1	200	200	0	200	0	600
7330000	Traffic Signal	LS	1	0	0	1	0	0	1	0	0	0
TOTAL ITEM 700					2400			1700			1000	5,100
8050003	Seeding (Class I)	AC	1	4000	4000	1	4000	4000	1	4000	4000	12,000
TOTAL ITEM 800					4000			4000			4000	12,000
9050071	Cable Guard	EA	0	15000	0	0	12000	0	0	15000	0	0
9080084	Concrete Curb and Gutter	LF	0	12	0	0	12	0	0	12	0	0
9260001	Formed Rumble Strip	LF	0	0	0	0	0	0	900	0	180	180
TOTAL ITEM 900					0			0			180	180
CONSTRUCTION COST SUBTOTAL					24,885			42,727			56,090	124,251
Mobilization (12%)					2,986			5,127			8,003	14,914
Quality Control (2%)					497			895			1,134	2,466
Water Supply & Dust Reducive (2%)					497			895			1,134	2,466
Erosion Control (1%)					249			447			567	1,243
Maintenance and Protection of Traffic (15%)					3730			6,409			8,503	19,642
Construction Survey (1%)					249			447			567	1,243
Contingencies (20%)					4,973			8,545			11,338	24,856
SUBTOTAL CONSTRUCTION COST					\$39,043			\$65,372			\$88,725	160,150
PRELIMINARY ENGINEERING COST (Consultant contract # 02-33 Mod # 2)					\$7,188			\$7,188			\$14,372	28,744
TOTAL ROADWAY PROJECT COST					\$46,231			\$72,560			\$103,107	218,894
TRAFFIC SIGNAL COST					\$37,500			\$37,500			\$75,000	150,000
TOTAL PROJECT COST FOR EACH PARTY					\$83,731			\$110,060			\$178,107	368,894



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0313TRN (JPA 02-200), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED July 1, 2003.

TERRY GODDARD  
Attorney General

  
\_\_\_\_\_  
JEFFREY T. MURRAY  
Assistant Attorney General  
Transportation Section

/ss

att.